Form DJ-306 (Ed. 11-10

NITED STATES DEPARTMENT OF JUSTIC WASHINGTON, D.C. 20530

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. TRIBUNE FILMS, INC. 2. Registration No. 1. Name and address of registrant 38 WEST 32 STREET NEW YORK, NEW YORK 10001 1810 4. Principal address of foreign principal 3. Name of foreign principal BERMUDA TRADE DEVELOPMENT BOARD 610 FIFTH AVENUE NEW YORK, NEW YORK 10020 5. Indicate whether your foreign principal is one of the following type: Foreign government Foreign political party We do not know. Foreign or domestic organization: If either, check one of the following: Committee Partnership Voluntary group Corporation Other (specify) Association Individual - State his nationality 6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. b) Name and title of official with whom registrant deals. 7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom the registrant deals. c) Principal aim

- 8. If the foreign principal is not a foreign government or a foreign political party,
 - a) State the nature of the business or activity of this foreign principal

Their letterhead states they are a "Department of the Bermuda Government" -- maintaining a New York office to promote tourism to Bermuda.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, political party or other foreign principal, state who owns and controls it. Date of Exhibit A Name and Title Signature August 16, 1968 (Mrs.) Rita Hicks Corporation Secy.	t, foreign
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EXHIBIT B

TO REGISTRATION STATEMENT Under the Poreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Foreign Principal Name of Registrant BERMUDA TRADE DEVELOPMENT BOARD TRIBUNE FILMS, INC. **Check Appropriate Boxes:** The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit. There is no formal written contract between the registrant and foreign principal. The 2. agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence. The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The attached agreement spells it out. They deposited x their films with us, we advertise them to adult groups (Kiwanis, Rotary, church groups, etc.), who ask to have them on certain dates, we reserve the films, inspect them, ship them, and the Bermuda Trade Development Board pays us \$3.00 for each booking we fill on their films. They hope to increase travel to Bermuda by having their films shown in this country.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

We seem to have answered this question when we answered question 4. Through advertising we obtain bookings (requests) for the Bermuda films in the hope that some of the people who see the films will go to Bermuda. This is our only business, it is the only activity in which we engage, and we do nothing else for the Bermuda Trade Development Board.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1/ Yes No XX

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

Name and Title

August 16, 1968

Mrs. Rita Hicks Corportation Secy.

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

GPO 915-474

thibune films, incorporated

141 EAST 44th STREET, NEW YORK 17, N. Y.

MUrray Hill 7-2590

November 1, 1967

Mr. John M. Powers, Manager Bermuda Trade Development Board 610 Fifth Avenue New York, New York 10020

Dear Mr. Powers:

We very much appreciate your decision to deposit your films, DESTINATION BERMUDA and PASSAGE TO BERMUDA, with us for distribution.

Although it is understood that we may fill requests for your films which we receive from anywhere in continental United States, we will advertise them to organized adult groups and colleges only in these states: Connecticut, Delaware, Indiana, Illinois, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Wisconsin and the District of Columbia.

We will confirm the requests we receive as a result of our advertising, and will send you notice of every booking made for your films. We will inspect the films before each shipment, making minor repairs when necessary, and will follow-up on the prompt return of prints to insure their rapid turnover.

We will enclose an audience report form with each film shipment and will make repeated attempts to obtain as many reports as possible from the exhibitors who show your films. At the end of each month, together with our invoice, we will send you all the reports which have been returned to us during the preceding month, together with a summary of the audience statistics they contain.

We will also place your films in certain resort areas, with your approval, for showings at the hotels in those areas, and will send you audience reports for these showings also.

Our fee will be \$3.00, both for the group showings and the hotel showings. The exhibitors will be responsible for transportation and insurance charges both ways. We will, however, bill you for shipping costs to travel agencies, and for other shipments for which you may occasionally wish to assume the transportation costs.

If the services we have described and the fee we have mentioned are satisfactory to you, we would like to let this letter serve as an agreement between us. In

Mr. John M. Powers, Manager Bermuda Trade Development Board -2-

November 1, 1967

that case, the one last thing to mention is that if you should want to cancel this agreement at any time, we would require notice in writing 90 days in advance of your proposed cancellation date.

If all of this meets with your approval, will you please sign the enclosed carbon copy of this letter and return it to us.

Sincerely yours,

TRIBUNE FILMS, INC.

Miss) Room Sfreddo

President

RS:rh

BERMUDA TRADE DEVELOPMENT BOARD

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